

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

DEANNA RUTHERFORD

*

Plaintiff

*

vs.

* CIVIL ACTION NO. MJG-03-1329

CRU BUILDING CORPORATION

*

Defendant

* * * * *

MEMORANDUM AND ORDER RE JUDGMENT

The Court has before it the Jury Verdict and has
considered the Judgment to be entered herein.

The Jury found that:

1. Plaintiff had established her retaliatory termination claim.
2. She was entitled to back pay in the amount of \$33,714.99
3. She was entitled to compensatory damages of \$3,372.
4. In its discretion, she was awarded \$65,000 in punitive damages.

In this case, Plaintiff based her claim on Title VII and
on the Equal Pay Act.

Defendant has presented a defense against the Equal Pay
Act claim based upon the fact that Plaintiff did not file any
written complaint against the alleged discriminatory

compensation¹. Thus, if Defendant were correct, Plaintiff would be entitled to a Judgment based upon Title VII and not the Equal Pay Act. However, in the instant case, the Judgment would be the same with, or without recognition of the Equal Pay Act claim. Accordingly, the Court shall determine the Judgment as if Plaintiff prevailed on her Title VII claim and not her Equal Pay Act claim.

Under Title VII the amount of Plaintiff's back pay award is determined by the Judge and not the jury. The Court, having heard the evidence finds that it agrees fully with the jury verdict. Accordingly, as a fact finder, the Court hereby determines that Plaintiff shall recover back pay in the amount of \$33,714.99.

If the Court were to treat the recovery as one under the Equal Pay Act, it would decide whether to award liquidated damages. In view of the jury award of punitive damages, the Court would not add an award of liquidated damages to the punitive damage award.

Finally, under Title VII the Court has discretion to award prejudgment interest on back pay award. See Grove v. Frostburg Nat. Bank, 549 F. Supp. 949 (D. Md. 1982). The

¹ Of course, there are issues presented as to the effect of a written complaint requirement when the claim in suit is for retaliation.

Court hereby exercises that discretion to award prejudgment interest. The prejudgment interest shall be awarded for the period from the end of the last month for which back pay was awarded (August, 2003) through the end of the month prior to trial (May, 2005) and calculated at the rate of six per cent simple interest. Thus, for 21 months, the prejudgment interest is 10.5% of \$ 33,714.99 or \$ 3,540.07.

Accordingly Judgment shall be entered for Plaintiff against Defendant as follows:

Back Pay	\$ 33,714.99
Prejudgment Interest	3,540.07
Compensatory Damages	3,372.00
Punitive Damages	<u>65,000.00</u>
Total	\$ 105,627.06

SO ORDERED, on Thursday, June 23, 2005.

 / s /
Marvin J. Garbis
United States District Judge